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ABSTRACT

Empirical research literature on the relationship between faculty bargaining and faculty reward systems was reviewed. The emphasis was on five areas that may be affected by bargaining: the rationalization of institutional policies and practicies, particularly those related to personnel issues; a rationalization of grievance procedures, with a corresponding improvement in due process; a redistribution of authority among faculty, administrators, and students; changes in the quality of relationships brought about by the adversary nature of the bargaining process; and changes in the level of compensation with possible resulting effects on resource allocations. Some problems that limit research findings are: the collective bargaining movement is still in its early stages and is characterized by a significant degree of instability and variety; there is a heavy reliance on interviews or questionnaire surveys of the perceptions of direct participants and too little use of objective information; the most systematic research has dealt with the effects of unions on salaries, but other consequences have not been balanced against economic outcomes; and studies often fail to control or at least recognize the possible effect of other forces for change in higher education, particularly affirmative action and market forces. A bibliography is included. (SW)

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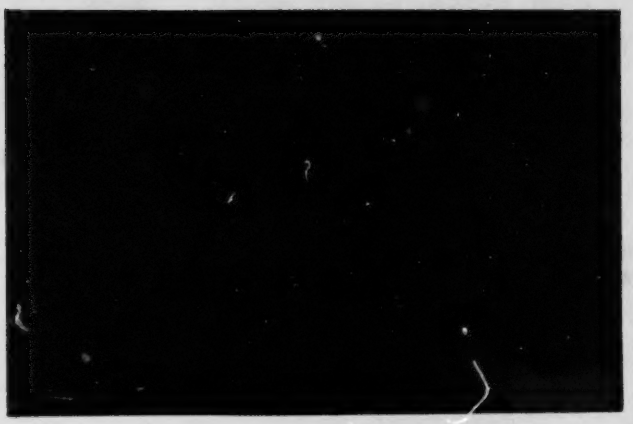

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BARGAINING AND FACULTY REWARD SYSTEMS: CURRENT RESEARCH FINDINGS

James P. Begin

June 1978

This paper is a revised version of one delivered at the University of Minnesota, February 24, 1978. It is to appear as a chapter in William E. Becker and Darrell R. Lewis, Academic Rewards in Higher Education.

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Introduction

In order to attract and retain employees and to keep them performing at acceptable levels, organizations offer a set of rewards. Over time, the employees develop a range of expectations about the particular reward systems which have evolved in their work organization. Schein (1965) describes this relationship between employee expectations and reward systems as a "psychological contract." Kuhn (1974), p. 225) defines an explicit or implicit agreement that a particular relationship will be continued as a "major bargain." As indicated by Hammer and Bacharach (1977, p. 1), "These expectations cover not only the amount of work that should be performed for given amounts of pay, but also the rights, privileges, and obligations each party has with respect to the other."

In higher education a complex and diverse system of rewards has evolved as faculties have attempted to achieve control of those resources necessary for their adaptation to increasingly bureaucratic organizations. Many observers have noted that institutions of higher education traditionally have provided a reasonable balance between professional faculty needs and bureaucratic, organizational goals. Vollmer (1966, pp. 276-282), for example, pointed out that research entrepreneurship was one mechanism which developed in higher education to accommodate professional and organizational needs. Clark (1966, pp. 283-291) argued that the growth of institutions of higher education and the development of disciplines produced a federated system of

organization which has permitted a maximum degree of professional participation. Governance mechanisms providing for a contribution by faculty to policy development and administration and tenure systems providing for the protection of academic freedom represent other forms of adaptation.

Despite these attempts by many institutions of higher education to accommodate the needs of professional employees to bureaucratic purposes, by the end of 1977 over one-sixth of all institutions had been unionized (Garbarino, 1978, p. 118). Many authors (for example, Kemerer and Baldridge, 1975, Garbarino, 1975, and Begin, Settle, and Alexander, 1977) have focused on organizational change and its effect on faculty expectations about reward systems ("major bargains") as the explanation for the faculty bargaining movement. As academic organizations have continued to grow, as administrative structures have become increasingly complex and bureaucratic, as administrators have begun to reflect more of the professional bureaucrat's frame of mind, and as the economic climate has worsened, the faculty have needed a stronger means of relating to the bureaucratic organizations in order to protect and/or achieve professional status. With the failure of traditional mechanisms to cope with the changes and in the context of the rapid growth in public sector unionism, many faculties turned to collective bargaining to ameliorate employee-employer tension. As Light (1974, p. 21) indicated,

> Just as tenure once signaled the power of the new academic professions over a small, elite network of institutions, now faculty unions signal the power of teaching cadres over a massive, universal system of higher education.

The Consequences of Bargaining

Given the prior adaptation of many institutions of higher education to professional needs, the introduction of bargaining raises complex questions concerning the evolution of reward systems under the bargaining process. As pointed out by Gustad (1969), the concerns of faculty for participation in policy development and administration, for the protection of academic freedom and job security, for collegial relationships with other members of the organization and for adequate compensation comprise important components of faculty reward systems.

When the effects of collective bargaining are conceptualized as the results of the bargaining exchange process, it can be expected that bargaining will affect faculty reward systems through (see Figure 1):

(1) A rationalization of institutional policies and practices, particularly those related to personnel issues;

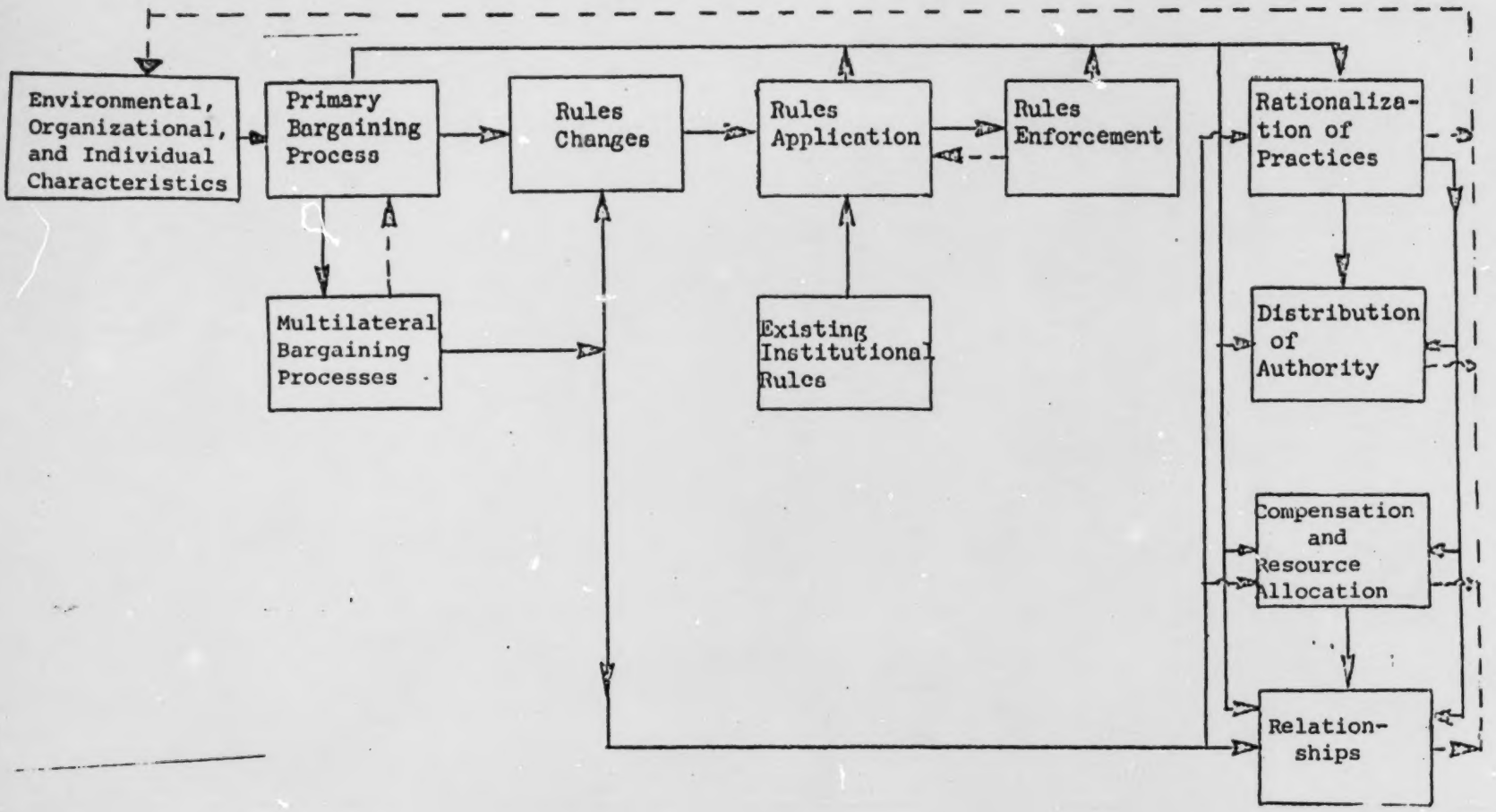
(2) A rationalization of grievance procedures, with a corresponding improvement in due process;

(3) A redistribution of authority among faculty, administrators and students;

(4) Changes in the quality of relationships brought about

Figure 1

OUTPUT MODEL -- IMPACT OF BARGAINING



Source: Begin, 1973.

by the adversary nature of the collective bargaining process; and,

(5) Changes in the level of compensation with possible resulting effects on resource allocation.

To assess the effect of bargaining in these areas, the available empirical literature is reviewed. However, the literature has several limitations which should be noted at the outset. Most of the research consists of unrelated case studies which rarely carefully delineate pre- and post-bargaining states of faculty reward systems, of surveys of contract provisions unrelated to the context of bargaining relationships or the pre-bargaining status of benefits, and of subjective attitude surveys of union effects (for example, Kemerer and Baldridge, 1975). Additionally, the independent effects of other forces for change in higher education, for example, market factors and affirmative action, are not frequently considered. Another caveat is related to the fact that the types of institutions unionized to date may represent a skewed distribution of higher education institutions generally. Since they may represent the institutions with the greatest problems, the changes under collective bargaining would be expected to be skewed in that direction as well. So any conclusions stated below about the effects of bargaining must be measured against these limitations of the data.

Rationalization of Institutional Policies and Practices

It is expected that faculty unions will promote rationalized institutional policies by negotiating and enforcing through the grievance procedure (1) more systematic promotion, tenure, re-appointment, dismissal, and appeals procedures for protecting individual rights and job security; (2) more systematic procedures for determining individual salaries; and (3) more systematic governance mechanisms. The impetus towards systematic procedures is derived, in part, from the desire of unions to mollify employee complaints concerning administration favoritism. For the same reason, unions tend to oppose merit systems and to favor criteria based on seniority.

One of the most important collective bargaining forces for policy rationalization is the contract administration process, at the base of which is the grievance procedure negotiated in the contract. This process contributes to the rationalization process by uniformly enforcing the application of rule changes deriving from the bargaining process and, where permitted by the scope of the grievance process, existing noncontractual university rules and regulations. The dotted feedback line in Figure 1 from Rules Enforcement to Rules Application illustrates this effect.

While the regularization of procedures has positive aspects in terms of equity, the expected negative consequences of such procedures on the ability of an institution to reward quality is a source of concern to many observers.

The rationalizing effects of unions will be determined by examining; first, the policies deriving from negotiations; and second, the enforcement of policies through the grievance process.

Negotiations

1. The evidence indicates that faculty contract negotiations have led to a substantial rationalization of institutional policies and practices. It should be noted that the source of most information on negotiated policies derives from contract studies in which pre- and post-bargaining changes must be inferred, at least in the first contract. Subsequent changes in the contracts, however, likely can be interpreted as an indication of the rationalizing effects of unions.

a. A longitudinal analysis of the change in contracts as support for the growing rationalization of policies under bargaining is provided by a study by Andes (1974) which compares contracts from 1971, 1972, and 1973. Increases in the proportion of contracts covering a wide range of issues were indicated. Since many of the contracts in 1972 and 1973 were first-year contracts, Andes' results were probably understated; a comparison across the three years of only the 1971 contracts likely would have produced more extensive changes. He did conclude that the 1973 contracts were significantly longer no matter what year the first contract was negotiated.

b. Bargaining has had its greatest impact on policies relating to economic issues, working conditions, and faculty personnel policies. To date, educational policies have received little treatment in contracts and bargaining statutes do not require mandatory negotiations over these issues. (For detailed discussion of court and administrative decisions see "Authority Distribution.")

c. There is a trend towards writing faculty governance procedures into the contracts even though most bargaining statutes do not require mandatory negotiations over governance procedures. For example, Andes (1974) reported that the 1973 contracts contained far more governance items than previous years. Also Mortimer (1975) pointed out that one-quarter of the contracts he reviewed had some provision for the formation of joint administration/faculty committees to handle a range of issues.

Sixty-four percent of 417 respondents from six two-year colleges in New York indicated that they felt bargaining had been helpful in establishing a more formalized governance structure (Falcone, 1975). (For a detailed discussion of governance under bargaining, see "Authority Distribution.")

d. Faculty contracts also deal extensively with merit and other compensation procedures, although the extent of rationalization through bargaining is unclear due to the absence of pre-bargaining comparisons. (For a discussion

of the data and its limitations, see "Compensation and Resource Allocation.")

e. Union security provisions, except for dues checkoff, are not widely reported in faculty contracts, although they have presented major negotiating problems for the unions. (For a detailed discussion, see "Authority Distribution.")

f. The inclusion of tenure provisions in two-thirds of the contracts at two- and four-year institutions underlines the objective of unions and the faculty in protecting faculty job security through the preservation of traditional tenure procedures, particularly at four-year institutions where 71 percent of the contracts studied had tenure provisions (Andes, 1974). Sixty-one percent of the respondents to an opinion survey conducted in six New York two-year colleges (Falcone, 1975) reported that they felt that formal academic freedom policies existed after the initiation of bargaining. Thirty-four percent felt that such policies had existed prior to bargaining. In respect to formal tenure and promotion procedures, 88 percent felt that these procedures existed after bargaining and 66 percent indicated the formal procedures also existed prior to bargaining.

Tenure provisions have been one of the most sensitive negotiating areas, and it has been the purpose of the unions to protect and refine the traditional system rather than be parties to major overhauls. In fact, unions attempting to

implement major changes have run into problems. At the University of Hawaii, faculty dissatisfaction with changes in the tenure system negotiated by the AFT was an important factor leading to a turnover in the bargaining agent to a merged NEA-AAUP representative. A five-year contract mechanism had been agreed to as an alternative to the traditional tenure system.

In a two-year college studied by Mortimer and Richardson (1977, p. 84), many of the faculty were dissatisfied with the negotiation of multi-year contracts for tenure even though the contracts required statements of cause and due process before dismissals could take place. "...tenure is an emotional issue with the faculty and this issue has been used by the college administration to support their claims that the faculty were sold down the river by the NEA in order to end negotiations (p. 84)."

At Bloomfield College (N.J.) the abolition of the tenure system and substitution of multi-year contracts for those faculty remaining after a layoff required by a financial exigency led first to the unionization of the faculty (AAUP) and then to very difficult negotiations and a court case. The college was subsequently required to rehire all the faculty when the court found no basis for the declaration of financial exigency, in part because the college still owned some very expensive real estate on which a golf

course was situated (Begin, Settle, and Alexander, 1977, pp. 165-91).

The negotiation of grievance mechanisms as a means of providing due process in the promotion and tenure process is discussed below.

2. Variation in the extent of rationalization has occurred along some dimensions.

a. The evidence on the effect of the type of bargaining agent on the contract language is mixed. A multivariate analysis of the factors associated with variations in contract content at 59 four-year institutions found that most clauses were not systematically related to the type of bargaining agent (Bognanno, Estenson and Suntrup, 1977). Another study of only 19 institutions which did not employ multivariate techniques concluded that the variations in the contracts did reflect a bargaining agent effect (Butcher and Schenker, 1976).

b. Where bargaining units are mixed occupationally and institutionally, there is some evidence that nonteaching professionals, administrators, part-time faculty, and two-year college faculty have used the contract to "catch-up." (For a detailed discussion, see "Compensation and Resource Allocation.")

c. The type of control of institutions (public, private) was not found to be systematically related to the extent and

type of contract content in one study (Bognanno, Estenson, and Suntrip, 1977).

d. Variations were found across different types of institutions. A New Jersey study found that the most extensive contracts were in the private institutions, followed by the two-year colleges and the state colleges, and far behind were the graduate and research institutions (Begin, Settle, and Berke-Weiss, 1977).

In another study, two-year college contracts were more extensive than four-year contracts and appeared to be rapidly approaching the public school teacher model in many instances (Andes, 1974).

Contract Enforcement

1. While the literature on pre-bargaining complaint procedures within institutions of higher education is sparse, the onset of negotiations has clearly produced more systematic grievance procedures. Falcone (1975), for example, in an opinion survey of six New York two-year colleges, found that 92 percent of the respondents felt that formal grievance procedures existed after bargaining. Half of the respondents felt that formal grievance procedures had existed prior to bargaining.

2. While few, if any, institutions had external arbitration available in the pre-bargaining period, faculty unions and administrators have broadly accepted the concept of arbitration. Even at

an early stage of the faculty bargaining movement, 75 percent of the four-year contracts and 83 percent of the two-year contracts contained binding or advisory arbitration provisions (Benewitz, 1973, p. 145; Mannix, 1974, p. 24).

3. An examination of the issues which can be grieved indicates that the parties in higher education have shaped the grievance definitions to reflect pre-bargaining practices. Usually omitted from the definition of a grievance in faculty contracts are substantive matters of academic judgment: only procedural violations, such as improper compliance with evaluation procedures, may be grieved or arbitrated through the negotiated procedures (Benewitz, 1973, p. 146). Two-year institutions do not follow this pattern as closely as four-year institutions.

The limitation of personnel grievances to procedural questions, after the historical pattern of the national AAUP, developed primarily because the parties did not feel that the usual just cause model was as relevant in a context in which (1) the union members were participants in personnel decisions on the basis of their professional knowledge of individual qualifications, or (2) decisions not to reappoint an individual were made on the basis of one's failure to achieve a minimum level of excellence and not on an individual's ability to meet minimum job requirements.

Only one study reviewed the important question of whether limitations on the scope of the grievance procedure have sacrificed individual due process for the protection of academic

judgments. At Rutgers University it was found that due process was achieved under such procedures even in the absence of external review; the president was the final step (Begin, 1978a). However, there is a growing evidence that the parties at a number of institutions are, through experience, evolving procedures which either substitute internal due process for external review of academic judgment (for example, Temple University, the University of Hawaii, Rutgers University, and CUNY provide internal committees), or open up arbitration to some or all academic judgment issues, often by developing special arbitration procedures (for example, Oakland University provides a form of tripartite arbitration and the University of Rhode Island provides for arbitration of all issues).

4. The literature indicates that faculty grievance and arbitration rates generally have not been high. A 1974 survey of seventeen four-year units reported minimal usage of the final step. Even though the City University of New York (CUNY) and the State University of New York (SUNY) have had many cases in absolute terms, if the cases are ratioed to faculty size the ratios at these institutions are lower than many other institutions (Begin and Weinberg, 1976, p. 98). In addition, at SUNY a fifth of the grievances were filed by nonteaching professionals (Satryb, 1974, p. 135). The arbitration rate at Temple University was also reported to be low (Lee, 1977, pp. 178-98), as were rates in many two-year colleges (Begin, Settle, and Berke-Weiss, 1977, p. 130; Gershenfeld and Mortimer, 1976, p. 160).

5. The low grievance and arbitration rates and the variation in the rates between institutions seem, based on a limited literature, to be related to faculty values, the extent of the contract (including the scope of the grievance procedure) and the nature of the bargaining relationship. In terms of faculty values, the low number of cases raises the question as to whether all aggrieved faculty are taking the opportunity to use the procedures. At Rutgers University, the AAUP counselors and officers perceived that some faculty with tenure and/or promotion grievances which the AAUP felt were legitimate either quietly left the university or decided to wait for reevaluation the next year in instances where the probationary period had not expired or where the grievant already had tenure. The additional finding that only five grievances were filed by faculty who faced future peer reviews indicates that the fear of biasing future peer judgments is powerful and tends to delay the filing of grievances, if filed at all, until termination is imminent (Begin, 1978a). As economic conditions worsen and/or faculty perceptions about bargaining change perhaps faculty will be less reluctant to grieve.

The extent of the contract and the nature of the bargaining relationship were also factors in the grievance and arbitration rates (Begin and Storholm, 1978; Begin, Settle, and Berke-Weiss, 1977, p. 136-37; Newton, 1973, p. 64; Satryb, 1974, p. 74; Weisberger, 1976, p. 30).

6. To date, the policies most subject to rationalization through the grievance process have been those involving personnel actions such as reappointment, promotion, and tenure. At most four-year institutions, even those with broader contracts, faculty personnel actions have produced the bulk of the grievances (Begin and Weinberg, 1976, p. 98; Begin, 1978a; Gershenfeld and Mortimer, 1976, pp. 40, 146-56, 185; Weisberger, 1976, pp. 13, 24). In two-year institutions other grievance issues appear frequently and sometimes dominate, in large measure because the contracts are much thicker (Begin, Settle and Berke-Weiss, 1977, p. 131; Levy, 1975, p. 2).

Most of the studies described above discuss post-bargaining grievance or arbitration rates and decisions; thus, an impact on pre-bargaining policies can only be inferred from the types of issues grieved. If the experience at Rutgers University is any indication, however, the rationalizing effects are substantial. Decisions in the grievance process either produced a number of faculty personnel policy changes, particularly in respect to hiring practices and evaluation procedures, or have led to a more uniform application of existing policies (Begin, 1978a). In the New Jersey State Colleges similar results have obtained as the bargaining agent (AFT) has grieved just about every possible provision in the contract; subsequent policy changes also derived from the grievances (Begin and Storholm, 1978).

7. The question of whether the more systematic negotiated grievance procedures have produced improved due process is again one which must be answered through inference since few studies were found which dealt specifically with this issue. At Rutgers University, even though the grievants won exactly what they wanted in only a quarter of the cases, it was concluded that due process had been achieved, even in the absence of external review (Begin, 1978a). In the New Jersey State Colleges, where the arbitrators had upheld the union in about a third of the first 40 cases, it was also concluded that due process had increased substantially (Begin and Storholm, 1978). In both New Jersey examples, it was concluded, as well, that the more systematic procedures provided a higher quality of due process. At Rutgers University, for example, the complaint process had been cleansed of many potential conflicts of interest, and the right of both parties to be present and to cross-examine witnesses was more firmly established. It probably would not be stretching it too much to infer that the same outcomes were experienced at other institutions.

In terms of outcomes, the New Jersey experience was generally comparable with other situations. At SUNY, the union lost all nine arbitration cases. Of the 135 cases going to the chancellor's level, the union won a remand or a partial or full victory in about one-fifth of the cases (Satryb, 1974, p. 71). At CUNY, the union reportedly was upheld in about 40 percent of the first 105 arbitration awards (Mintz and Golden, 1974, p. 35). In the

16 New Jersey two-year colleges, the unions were upheld in less than a third of the arbitration awards (Begin, Settle and Berke-Weiss, 1977, p. 134).

8. While it has been commonly believed that the rationalizing effects of the grievance process will have a negative impact on institutional quality (for example, see Oberer, 1969, p. 143), there is not sufficient empirical literature on this question to provide firm conclusions. At Rutgers University an examination of the number of faculty returned to departments because of favorable grievance decisions where the departmental faculty had previously rejected them indicated that it was extremely difficult to overcome negative peer reviews in the grievance process. Thus, there was little diminution of the existing quality of Rutgers faculty due to the grievance process (Begin, 1978a). No study was found which examined pre- and post-bargaining promotion and tenure rejection rates, controlled for the effects of affirmative action and the market, so that the hypothesis concerning the tendency of faculty to recommend automatically promotions to colleagues under presses of external review of the grievance process could be tested. Brown and Stone (1977a) did find, however, that there were no differences in the promotion rates between the 37 unionized four-year institutions they studied and national rates.

Kemerer and Baldridge (1975, p. 128) offered the opinion that "The major negative consequence of faculty unionism may be

a protectionist, job-security orientation that could thwart personnel policies so that incompetency is protected and seniority, not merit, becomes the main decision-making criterion." But would not reactions to severe economic conditions produce the same types of employee adaptations, union or not? The relative contributions to due process by negotiated grievance procedures, market forces and affirmative action were considered in a study of Rutgers University. While it was found that most of the grievances were generated by nonbargaining forces and may have occurred with or without bargaining, the negotiated grievance process provided a more efficient internal accommodation to affirmative action complaints and grievances arising from institutional responses to market forces. Policy responses to problems were also quicker (Begin, 1978a). A review of the experiences at SUNY, CUNY, and the Pennsylvania State Colleges also concluded that many of the grievances at those institutions would have occurred without collective bargaining (Weisberger, 1976, p. 42).

Compensation and Resource Allocation

One of the common expectations concerning the effects of unions is that they will interfere with the free operation of the labor market by reallocating resources in less than optimal ways. Unions accomplish this in part by negotiating higher wages for their constituents than nonunionized faculty receive, even though relative productivity is equivalent. Additionally,

unions tend to negotiate structured salary systems which emphasize seniority over merit and insulate some groups more than others from the market. To the extent that union wage and benefit increases are funded by allocating resources from nonsalary accounts, for example, library books or classroom facilities, a possible misallocation of the factors of production occurs which diminishes the quality of the product. The findings generated by the literature on these factors are as follows:

1. The growing literature on the effect of faculty unions on relative wages produces mixed results as to union impact, but most estimates fall within a range of 0 to 10 percent. Some of the articles (Birnbaum, 1974 and 1976; Leslie and Hu, 1977; Morgan and Kearney, 1977) identified a union wage impact. Birnbaum (1976) in a study of 50 matched pairs of union and nonunion, four-year institutions found a positive union differential of $1,500 (8.1%). Morgan and Kearney (1977) in a study of 46 pairs of matched four-year institutions found an average union effect of $625. In a regression analysis using salary change from 1969-70 to 1974-75 as the dependent variable, the union/nonunion variable was the largest predictor (Morgan and Kearney, 1977, p. 37). During the same period Leslie and Hu found similar results from a study of 150 matched pairs of two-year and four-year institutions. Some of the recent studies reported a lessening (Birnbaum, 1977; Leslie and Hu, 1977) or insignificant effect (Brown and Stone, 1977a,b,c), indicating that union effects may diminish over time.

The relatively low union effect measured by the studies and the varying results of the studies would not be surprising to labor economists. Most studies of private sector relative wage rates have concluded that the union impact ranges from 0-20 percent, with considerable variation across time and across occupations (Rees, 1962, pp. 75-80, 90-94; also see Lewis, 1963). Private sector studies show that relative wage impacts are the greatest in earlier years of a bargaining relationship (Rees, 1962, pp. 87-94). A review of the literature of public employer union impacts concluded that "the 'average' wage effect of unionism in government is roughly on the order of 5 percent, a much smaller impact than is popularly supposed and smaller than the average union wage impact in private industry (Lewin, 1977, p. 374)."

2. <u>As can be expected at this stage, the researchers are still sorting out the methodology to be used to compare union and nonunion faculty salaries, the proper variables, and data limitations</u>. The Birnbaum and Morgan and Kearney studies used a matching technique in which a union and a nonunion institution were matched in accordance with several criteria. But as pointed out by Brown and Stone (1977b), since the matches required researcher judgment to balance the criteria to get the best match, the results obtained can be very unreliable. Brown and Stone properly pointed out that uncontrolled variables in the Birnbaum and Morgan and

Kearney studies could reduce the union wage impact to nothing. In the first place, Birnbaum and Morgan and Kearney matched across geographical regions with different labor markets and different average wages. This was necessary since the public institutions in some states or regions were almost entirely unionized. But regional salary differences appeared to account for some of the union wage effect since the unionized institutions came from regions with higher average salaries (Brown and Stone, 1977b, pp. 310-11). Leslie and Hu later controlled for cost-of-living differences among regions but still found a significant union effect (Leslie and Hu, 1977, pp. 9-22). Secondly, Birnbaum and Morgan and Kearney had not controlled for changes in institutional quality, and Brown and Stone (1977b, p. 312) indicated that there was evidence that unionized institutions, using the average number of professional accreditations as a criterion for quality, had increased in quality faster than the nonunion institutions over the period of the studies. Leslie and Hu, however, thought that institutional quality varied too slowly to have any effect. Lastly, Brown and Stone argued that the authors had not identified precisely within their study periods when the institutions had negotiated the initial contract. Thus, they felt the union effect was not precisely identified and likely overstated. However, Leslie and Hu (1977, pp. 19-22) controlled for this factor in their study and found a significant union effect no matter when the first contract was negotiated.

Brown and Stone (1977b) compared salaries of unionized institutions to national salary trends utilizing AAUP salary data and found no union salary effects. However, they did not identify the possible response biases in the AAUP data which might have affected their results. Are institutions unionized by non-AAUP organizations still cooperating with the AAUP survey? Furthermore, the response rates of two-year institutions from certain states, particularly the heavily unionized states, are so low as to render the data almost useless for any type of generalizations concerning two-year colleges. Even the data collected by the Higher Education General Information Survey (HEGIS) contains flaws in that retroactive salary increases negotiated later in the year are not reflected in the HEGIS figures collected at the beginning of the year.

Another limitation of the studies to date is that they do not control for possible relationships of faculty salaries, particularly those in public institutions, to salaries of other public employees. For example, Bain (1976) pointed out that salary increases at CUNY, at least in the early stages of bargaining, were determined by a system of parity with public school administrators and teachers. In New Jersey, the eleven, public four-year institutions have always received essentially the same wage increases as other state employees. Sometimes the package has been carved up differentially, for example, Rutgers University on three occasions has negotiated merit increases with the AAUP,

but the total packages across state bargaining units almost always have been identical. The union effect here may be not that faculty unions have got more than other state employees, but that they preserved parity in across-the-board increases where the pattern was set by nonfaculty and non-higher education state employee units. Garbarino also reported a parity relationship between SUNY and other state employees for the first contract. In fact, he concluded that public college and university salaries have "moved upwards more or less in line with the salaries of other state employees (1975, p. 171)." His conclusion was confirmed by another study in which it was found that faculty economic increases are tied to those of other state employees in New Jersey, New York, Pennsylvania, Massachusetts, and Hawaii (Weinberg, 1976, p. 106). It should be noted that this parity in most instances also existed prior to bargaining. Clearly these relationships must be controlled in wage studies which attempt to separate out the impact of faculty unions.

The empirical analyses of union effects would be also more useful if other types of economic and noneconomic faculty union impacts were included in the analysis, for example, governance, grievance procedures, and fringe benefits. Until these broader studies of union/nonunion effects are completed, the overall effects of unions will be unclear. One study, for example, indicated that tradeoffs among economic issues and between economic and noneconomic issues do occur (Begin, Settle, and Berke-Weiss,

1977, p. 71). Another study found little evidence that tradeoffs between salary and fringe benefits occur (Leslie and Hu, 1977, p. 27).

3. While longitudinal and cross-sectional economic comparisons of union and nonunion institutions will continue to be of interest as long as there are sufficient nonunion institutions to make such comparisons useful, an essentially untapped area of analysis is the variation in effects found in unionized institutions. An understanding of the forces causing variable accommodations of collective bargaining to institutions of higher education would seem to be a useful area of inquiry if optimal adaptations are to occur. What are the different tradeoffs that occur in negotiations and what are the environmental, organizational and individual factors which condition the tradeoffs? One study of two-year colleges, for example, found inverse relationships between economic and noneconomic contract content and between contract content and the effectiveness of noncontractual faculty governance (Begin, Settle, and Berke-Weiss, 1977, pp. 6, 15). In the same study the salary variation among unionized two-year institutions was found to be 28 percent (Begin, Settle, and Berke-Weiss, 1977, p. 68). This large variation among unionized

institutions at this point in the history of faculty bargaining may account in part for the small union/nonunion effects found in other studies,

4. Studies of faculty contracts have reported that "virtually" all contracts provide for the use of salary schedules (Goeres, 1977a; Goeres, 1977b). While faculty unions likely have contributed to the rationalization of faculty salary policies, the contract studies do not provide an indication of pre- and postbargaining changes. Most of the unionized institutions are two-year colleges or former teachers colleges with a high incidence of pre-bargaining salary schedules. Many of the public four-year institutions also had schedules prior to the onset of bargaining, for example, all eleven public four-year institutions in New Jersey, SUNY, and CUNY. If the institutions already had such procedures prior to bargaining, it can hardly be argued that collective bargaining has eliminated the market differentials between disciplines, ranks and faculty quality.

5. A review of a limited literature produced mixed results concerning the effects of faculty unions on rank and occupational differentials. The more extensive literature on differentials between types of institutions indicated a strong union effect on the reduction of such differentials.

a. Rank: Bain (1976, p. 212) reported a leveling downward under the first CUNY contract with the lower ranks receiving the largest increases. In a recent Rutgers University contract a smaller increase was given to the senior

faculty so that a merit fund could be established. However, at both CUNY and Rutgers full professors are among the best paid in the country while junior faculty are paid much closer to national averages. Usually at the New Jersey four-year institutions, across-the-board increases have tended to broaden inter-rank differences in absolute terms. Brown and Stone (1977a) in their large study of unionized campuses also reported that the salaries of junior faculty had not increased relative to senior faculty. And Leslie and Hu reported that senior faculty received larger increases under collective bargaining (Leslie and Hu, 1977, p. 27). Garbarino (1975) reported that while some unions negotiated increases which tended to favor lower ranks, for example, equal absolute dollar increases for all the AAUP data showed little change in rank relationships (pp. 171-72).

b. Occupation: Garbarino (1975, p. 174) wrote that at SUNY there was pressure for parity between the four-year colleges, the university centers, and the nonteaching professionals and faculty, but not from the two-year agricultural and vocational schools which are a part of the unit. Garbarino (1974) concluded that the nonteaching professionals in the SUNY unit had made major gains in noneconomic issues, particularly in respect to personnel and governance procedures, while the faculty gains in these areas, with the exception of the grievance procedure, were negligible (p. 330). The nonteaching professionals did get a slightly larger salary increase for one year, 5½ percent versus 5 for the faculty (p. 328). Some professional occupations, such as

doctors, dentists and lawyers, have protected themselves against potential leveling by successfully seeking out separate bargaining units. Chandler and Julius (undated) in a preliminary report indicated that only 3 of 13 law school units have ever negotiated contracts, further illustrating the defensive nature of their unionization. At Rutgers University, the law school faculty stayed in the faculty unit without negative economic consequences since they retained their special salary ranges in an already highly structured salary system.

c. Type of Institution: Garbarino (1974) pointed out that the community college faculty in the combined two- and four-year unit at CUNY received parity with four-year colleges under collective bargaining, yielding a 42.5 percent increase for the top of the two-year college full professor range compared to 20.5 percent at the same level in the senior colleges (p. 327). In a more recent study, Begin, Settle, and Berke-Weiss (1977, pp. 74-79) reported the following findings in respect to relationships between two- and four-year salaries:

> (1) In a four-year period from 1973 to 1976, two-year college salaries in New Jersey had increased relative to Rutgers University, the New Jersey Institute of Technology, the private institutions, and the eight state colleges. The shift was caused by (i) the greater two-year salary increases; they exceeded the state college increases at every rank by a total of 4 to 6 percent over

the four-year period, and (ii) the greater shift of faculty upward to higher ranks in the two-year colleges as their relatively low seniority faculty moved up (p. 75). Two-year college salaries now overlap state college salaries at the instructor and assistant professor ranks, and the differences between the other ranks have decreased substantially (p. 74).

(2) A review by the authors of available printed information and a telephone survey of community college administrators at the state level in other states indicated that two-year college salaries are, or soon will be, overlapping four-year college salaries in many states (p. 76). With the exception of New Jersey, however, no relationship between collective bargaining and this decline in relative salary differentials was established in the literature.

(3) Differences in two/four-year salary differentials tended to be maintained to a greater degree where there was full state control and funding (Connecticut, Minnesota, Massachusetts), shared control (state and local) with substantial state funding (Florida, Montana), active state involvement in negotiations (Hawaii), or some combination of these factors. Only one state with shared state/local control over two-year colleges reported that differentials were being maintained (Pennsylvania). Where

two- and four-year institutions are combined in a single unit, salary schedules and/or increases were identical in three of the four units. In several states, it was reported that increasing teacher salaries pushed two-year college faculty salaries into the four-year territory (p. 77).

6. Only one study of faculty wages thus far has attempted to assess the differential impact of the type of union representation on faculty wages. In a study of four-year institutions, Leslie and Hu (1977, p. 19) found that NEA-AFT units (this variable included all NEA, AFT or NEA-AFT combined units) were paid more than AAUP units (includes one NEA-AAUP combination) in each of two years. However, the authors included the following caveat:

> In spite of these rather clear compensation advantages for the NEA-AFT affiliates, conclusions should be drawn with caution because, of course, agents are not assigned "randomly." It may be that the NEA-AFT affiliated institutions are simply those where higher salaries are paid traditionally, such as the cases in the state of New York. Put another way, if compensation data for the NEA-AFT affiliated institutions were compared to that for their matched pairs instead of to the data for all institutions, the results might be quite different (p. 16).

7. Merit does live in faculty contracts to reward the "stars," despite expectations to the contrary. It would probably not be too extreme to conclude that the incidence of merit has not changed substantially under collective bargaining to date, given that most of the institutions which have been unionized have not traditionally

had merit provisions. An analysis of merit provisions in 41 four-year contracts produced a surprising number of merit provisions; 18 contracts provided for merit increases, one prohibited such increases. Ten of 83 two-year college contracts contained merit provisions. So 46 percent of the four-year contracts compared to 10 percent of the two-year contracts made reference to merit. (The National Center for the Study of Collective Bargaining in Higher Education, 1975, pp. 1-7.) Unfortunately, no information on pre-bargaining merit systems was available to determine whether the incidence of such mechanisms was affected by unionization. AAUP contracts in the four-year institutions were more likely to have merit increases, but this was probably more a function of the type of institution which the AAUP has organized. Another study of 61 four-year agreements found that just less than half contained merit provisions (Bognanno, Estenson and Suntrip, 1977, pp. 13-14).

As the experience at Rutgers University indicates, merit is a difficult negotiating issue. The administration always places a high priority on negotiating such provisions. But the faculty who provide information to the AAUP through surveys before the negotiating package is developed and at AAUP meetings where votes are taken on the issue clearly do not support the use of merit. Most of them do not disagree with the concept, but indicate that it is the implementation which causes problems. The AAUP's bargaining position has always reflected this particular faculty

orientation. Currently, the issue of merit is one of the most difficult issues in a very difficult set of negotiations. Substantial dissatisfaction with the manner in which the last contractual merit increase was implemented has tended to undermine support for such a system. Hedgepeth (1974, p. 698) reported similar experiences at the State University College at Cortland, New York, a part of the SUNY bargaining unit. Whether over the long run merit systems can survive the political nature of collective bargaining which requires the leadership to respond to majority views is still open to question.

8. The data on whether bargaining outputs will eventually decrease faculty incentives to seek research contracts is limited. One study found no such result, however (Leslie and Hu, 1977, p. 23).

9. While many administrations claim that reallocations have occurred to faculty salary accounts from nonsalary accounts, the absence of systematic, empirical inquiry into this area prevents any meaningful generalizations. However, if increased funds are not available externally to fund faculty economic increases, a faculty at some point may have to consider whether it needs a better pension system or more library books and secretarial help. The problem with any inquiry into this area is that nonunion institutions may also be reallocating resources in this manner to provide faculty with salary increases in times of continuation budgets. Additionally, measuring the impact of these reallocations on the quality of education is subject to the usual caveats about studies in this area.

10. Data are also limited in respect to the impact of faculty salary increases under collective bargaining on student costs. Leslie and Hu (1977, p. 23) did find that students in union institutions paid about $250 more than students in non-union institutions during 1973-74. At Hofstra University the negative influence of salaries on students was minimized by relating salary increases to enrollment increases.

Authority Distribution

Power is one of the most important resources to professional employees. Society has long recognized the validity of the claims of certain occupations--professors, doctors, lawyers--to exercise significant control over recruitment, training, certification and standards of practice due to the possession by these occupations of an esoteric body of knowledge. As noted earlier, the development of traditional collegial mechanisms in higher education was the evolutionary product of the interaction between faculty as professionals and increasingly bureaucratic educational organizations. In this stage of history, some faculties have reached out for stronger leverage. To what extent are faculties enhancing their power, or simply changing the structure through which they express it by supplanting traditional collegial mechanisms with collective bargaining? To what extent is the adoption of an alternative form of governance causing a shift of influence within the faculty? Faculty influence under bargaining in relation to that of administrators, students, and faculty sub-groups will be discussed.

Faculty vs. Administration

1. Most unionized institutions did not have strong traditions of faculty participation in governance prior to bargaining. Even though Garbarino (1975, p. 70), using 1969 AAUP survey data, found that unionized institutions on average had higher levels of faculty participation, the response bias of the AAUP survey data discussed elsewhere, when coupled with the small differences in the level of governance between union and nonunion institutions indicated by the AAUP data, makes his conclusion subject to question. Furthermore, if the 1969 AAUP survey is an accurate depiction of reality (and one author thinks the results are an overstatement of the level of faculty participation due to the over-representation of prestigous institutions (Walker, 1976)), then the general level of faculty participation in this country has been low. Even in the area of personnel decisions, Garbarino (1975) interpreted the AAUP data as indicating that "faculty dominance in personnel decisions does not apply to large absolute numbers of institutions (p. 37)."

Other evidence supports a conclusion that the pre-bargaining state of governance in unionized institutions was not extensive. Gershenfeld and Mortimer (1976) found that pre-bargaining governance at the state colleges and two-year colleges in Pennsylvania was only recently established and rarely influential. A similar pattern exists for the same types of institutions in New Jersey. Mortimer and Richardson's (1977) study of six institutions, some in Massachusetts,

produced similar findings. Kemerer and Baldridge's (1974, p. 140) survey of unionized institutions produced the finding that about 65 percent of the senates had been established in the last decade.

2. Generally, faculty influence has tended to be enhanced at institutional and, for public institutions, at state levels at the cost of senate influence over some issues. But the senates' influence over remaining issues has likely been strengthened as the bargaining agent performs a "watchdog" role. The greatest power losers have been presidents, particularly in public systems, and deans. In the Pennsylvania State Colleges, for example, Johnson and Mortimer (1977, pp. 81-82) concluded that the faculty had been the benefactors of bargaining at the cost of institutional autonomy. The following discussion will examine this generalization in respect to faculty influence under bargaining in more detail.

3. The nature of faculty bargaining and traditional governance is evolving and unstable. There is a wide variation in experience in respect to developing bargaining-governance relationships. Indeed, one author concluded that the diversity of relationships was the most prevalent characteristics of collective bargaining (White, 1976, p. 22). Another author has stated, "there is probably evidence or an incident to illustrate whatever case one wants to make about the relationships between senates and/or faculty governing structures and collective bargaining (Mortimer, 1977, p. 9)."

The instability of evolving governing patterns under collective bargaining is indicated by the New Jersey findings discussed

in more detail below. In only four of the sixteen two-year colleges has the mode of faculty participation outside of collective bargaining not changed in important ways. In at least three institutions, traditional governance mechanisms have gone out of existence, in all cases because of perceived jurisdictional conflicts with the collective bargaining process. However, in two of these institutions representative bodies have been reinstated and continue to operate, and in the third institution recent difficult negotiations produced an agreement to reinstitute a governance body (Begin, Settle, and Berke-Weiss, 1977, p. 121).

The uncertainty over the respective jurisdictions of the two modes of faculty participation which created the above instability is now diminishing. Over time the boundaries between the two mechanisms have been evolving as the parties have gained experience and as decisions on the scope of negotiations delineating mandatory, permissive and illegal subjects of bargaining have been handed down by administrative agencies and the courts.

4. Despite the instability noted above, the expectation that traditional governance and bargaining would be inherently competitive at the cost of traditional mechanisms has not been fulfilled. What is most often found instead, at least to date, is a new governance form which integrates both collective bargaining and traditional governance and which seems to enhance faculty power.

In earlier work, both Garbarino (1975) and Begin (1974b) reported that the dominant pattern of union/senate relationships was one of cooperation rather than competition or cooptation.

In cooperative bargaining agent/senate relationships, a dual system of faculty participation operates in which the cooperative linkages between the separate bargaining and traditional governance mechanisms are informal. Union leadership or participation in both bargaining and traditional governance sometimes forms the linkage. In the competitive model, the mechanisms are still separate but are competing to be the instrument of faculty power. In the cooptive model, the union serves the faculty interest on all issues, either through direct negotiations or consultation, or it agrees to delegate its consultation activities (and perhaps some negotiable issues) to other forms of faculty participation. In the latter instance, the other forms are usually protected by a contract which establishes the procedures for faculty participation on the delegated issues.

This author would suggest a revision in Garbarino's models as defined above which separates the nature of union-senate relationships from the effect of those relationships on governance structure as indicated below:

Nature of Union/Senate Relations ⟶	Structural Effects
Competitive	Dual/informal governance model
Cooperative	Dual/formal governance model
	Union model

The three effects in this conceptualization form a continuum from situations in which the two governance systems exist separately with only loose connections (dual/informal) to separate but formalized relationships in which broader faculty participation is protected procedurally in a contract (dual/formal), to, finally,

situations in which all faculty input to decision making is channeled through union leadership (union model). It would be expected that the more cooperative the relationship between the senate and the union, the more likely a governance structure on the dual/informal end of the continuum would result. Of course, other factors affect the nature of the governance structure in a particular institution and these will be discussed at a later point.

a. Using the above definitions, there are few examples of the union model to date (some two-year contracts come closest to the mark) primarily because union/traditional governance relationships have been mostly cooperative. While competition between bargaining and traditional governance on particular issues arises in many unionized institutions, generalized competition occurs infrequently. Additionally, as will be discussed in more detail below, faculty union leaders and administrators alike have preferred broader faculty participation than union leadership on certain issues.

b. There is no survey which permits an accurate distribution of bargaining relationships between the other two models. But on the bargaining relationships for which data are available, the trend is in the direction of greater contractual delineation of faculty authority (dual/formal model). The evidence supporting these tentative conclusions is as follows:

(1) Only in one state has widespread dismantling of senates been reported; otherwise such occurrences have

been isolated. In Pennsylvania, Gershenfeld and Mortimer (1976, pp. 48-51, 160) reported that in the fourteen state colleges, two senates had been dissolved and four appeared to fulfill only social or clerical purposes. The remaining eight senates dealt primarily with curriculum and student affairs. It should also be noted that the state college contract (all colleges are in the same bargaining unit) is one of the most comprehensive faculty contracts, and that the state college senates were not developed until the latter 1960s. The two-year colleges had a worse experience: five of nine pre-bargaining senates were dissolved, two were found to be inactive, and the remaining two weakened. Elaborate contractual and extra contractual systems of faculty-administration committees had appeared as alternatives at most of the campuses. Less severe effects were reported for Lincoln, Temple, and the Temple Law School.

(2) In another study of governance, Mortimer and Richardson (1977, pp. 178-79) reported that pre-bargaining governance mechanisms at six Massachusetts and Pennsylvania institutions had been supplanted by contractual governance mechanisms (dual/formal model). In other words, the collegial procedures by which the faculty participated in policy recommendations were incorporated into the contracts. As noted elsewhere, however, had

the administrations followed precedent in other jurisdictions, they would not have had to negotiate governance issues.

(3) The results in New Jersey vary to some extent from the reported results above. In the sixteen two-year colleges, for example, nine have developed representative forms of faculty participation outside of bargaining and four have committee structures (three were the product of negotiations). An additional college is developing a governance mechanism after having dismantled it at an earlier point in the bargaining relationship. These bodies deal primarily with educational policy; the contracts do not delve into these areas. This pattern of governance developed despite the fact that there was no governance tradition at these institutions since the beginning of the two-year colleges coincided very closely with the passage of collective bargaining legislation (Begin, Settle, and Berke-Weiss, 1977, p. 120).

At the eight state colleges, stable governance relationships under bargaining have not yet evolved, although there are major differences in this respect across the colleges. The adaptation process has been complicated by the competition between two bargaining agents for faculty loyalty. When an NEA affiliate won the initial elections at the campuses, there was not a great dislocation of faculty authority because the association had

been long active in serving faculty interests in the state colleges. In addition, the local NEA leaderships were active in the campus government mechanisms, the first of which had been established in the late sixties. As an AFT affiliate sought to become the exclusive representative, they sought to take over governance leaderships on some campuses, complicating the operation of those organizations. When the AFT became the bargaining agent, conflicts between local NEA leaders, many of whom still occupied local governance positions, continued. Additional efforts by the NEA affiliate to resume power have created further instability. Despite this competition, no state college has dismantled its non-bargaining governance mechanisms, but there is common agreement that the AFT locals have made substantial contractual inroads into local institutional governance. The union competition and the militancy of the AFT in the face of a state negotiating strategy which the AFT perceived as overly conservative, including a strike in 1974, likely speeded up the development of the dual/formal model, with elements of the union model, as the union needed to show concrete progress.

At the other public institutions, Rutgers University, New Jersey Institute of Technology (NJIT) and the College of Medicine and Dentistry of New Jersey (CMDNJ), the dual/informal model is more descriptive of events, although the

jurisdiction of the governance bodies has diminished to some extent as bargaining has moved into economic and personnel areas previously considered by these bodies. At Rutgers University there was never a strong central governance mechanism; faculty power was in the colleges and they had wanted to keep it there. A restructured centralized senate began functioning at the same time bargaining began and it has evolved in the context of bargaining. Its existence is partly a function of the centralization of decision making in recent years above the college level. The development of this body represents a response to a shift in faculty authority, not necessarily an increase. In fact, the perceived absence of authority in this new body led the AAUP in one set of negotiations to challenge administrative authority by filing scope of negotiations petitions and unfair labor practices with the New Jersey Public Employment Relations Commission. The AAUP did not perceive its actions so much as being directly competitive with the senate; it felt it was protecting faculty authority vis-a-vis the administration. But if the AAUP had won, the result would have been the same. Most of the disputed issues were found to be only permissibly negotiable (Rutgers University, 1976), but on some of the issues the administration subsequently turned to the senate for

recommendations. Additionally, the senate has increasingly become the battleground over issues under negotiation as the faculty senators attempt to influence the progress of difficult negotiations, usually by supporting AAUP bargaining issues.

At NJIT, the independent bargaining agent and the faculty council have cooperated to maintain a dual/informal structure: the independent bargaining agent, in fact, had been the product of the faculty council. At CMDNJ, separate mechanisms also continue. The AAUP initially supported the development of faculty personnel procedures and a governance system external to the bargaining agreement. The AAUP did not participate as a unit in the development of the personnel and governance procedures though individual members were active in the study committee. The AAUP did create leverage by negotiating a provision which required the changes to be approved by a certain date or the AAUP would have the option of opening negotiations on the issues; the changes were approved on time.

Two unionized private institutions in New Jersey, Rider College and Fairleigh Dickinson University, have adopted the dual/formal model more fully than other New Jersey institutions by incorporating many faculty personnel procedures and the governance mechanisms into the labor

contracts. Difficult governance problems at both institutions produced this result.

(4) Mortimer and Lozier (1973) reported that one-quarter of the contracts he reviewed had some provision for the formation of joint administration/faculty committees to handle various issues.

(5) Falcone (1975) in an opinion survey of faculty and administrators in six community colleges in upstate New York found that "64 percent of the respondents felt that collective bargaining had served as an important catalyst in the establishment of a more formalized, written governance structure at their institutions (pp. 3-4)." The respondents also felt that faculty power had increased under bargaining; a third felt faculty and administration shared power equally in a variety of areas prior to bargaining while 63 percent felt that after bargaining.

(6) In a study of two multiuniversities, two state colleges and two private liberal arts colleges, Lee (1977, pp. 309-10), concluded that where pre-bargaining governance systems provided faculty with influence, bargaining did not create "dramatic" changes. Where such pre-bargaining influence did not exist, it was found that "unionization has enfranchised those faculties who had no formal role in governance, and contracts have created structures of committees and specific lines of authority."

5. To date, the authority of traditional governance mechanisms has diminished primarily in the areas of faculty economic benefits and personnel policies. Negotiations have not dealt in a major way with educational policy. The creeping expansion of negotiations into permissive areas of managerial authority (often delegated to faculty for recommendations through traditional governance) may undermine traditional governance over the long haul. Both attitudinal and objective data support this pattern.

a. Kemerer and Baldridge's (1975, p. 149) survey of the attitudes of institutional and union leadership in unionized institutions indicated that unions dominated economic issues, senates prevailed in respect to academic issues and they shared influence in gray areas such as faculty working conditions and long-range planning. Andes' (1974) analysis of contract provisions and a New Jersey contract study (Begin, Settle, and Berke-Weiss, 1977) found that the contracts dealt primarily with economic issues and working conditions. Adler (1977, p. 31) also found that the greatest increase in faculty participation under bargaining was in respect to personnel items.

b. The authority and structure of traditional governance mechanisms have not been generally threatened by the decisions of courts or administrative agencies, but on specific issues the decisions complicate union-senate accommodations by bifurcating faculty authority. By entering into collective bargaining relationships, faculty have introduced environ-

mental influences heretofore not present into the decision-making processes of higher education. In almost all instances faculty bargaining units emerged after either the passage (public sector) or expansion of jurisdiction (private sector) of legislation permitting collective bargaining. The various public or private bargaining statutes have the potential to alter traditional governance mechanisms through the interpretation of the statutory scope of negotiations obligations either by agencies set up to administer the laws (for example, the National Labor Relations Board) or by the courts.[1]

Traditional governance mechanisms could be affected by the interpretation of bargaining statutes by courts or administrative agencies in two ways: (1) by the alteration of the structure of the governance mechanisms or, (2) by findings on a case-by-case basis that individual issues previously dealt with through traditional governance procedures were subject to mandatory negotiations.[2] In the first instance, the external

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[1]This discussion is drawn from Begin, 1978b.

[2]In the private sector and in many public jurisdictions, issues have been divided into mandatory subjects of negotiations, permissive subjects of negotiations which may not be negotiated to impasse, and illegal subjects. The purpose of these divisions is to separate managerial prerogatives which an employer may negotiate from those issues dealing with the terms and conditions of employment of employees which must be negotiated.

bodies might determine that the traditional procedures were subject to alteration through mandatory negotiations, or that the traditional procedures should cease to exist because they were employer dominated and thus represented an unlawful interference with the bargaining process. A study of eighteen major higher education decisions of the courts and administrative agencies in respect to negotiable terms and conditions of employment produces the following conclusions:[3]

(1) <u>The courts and the administrative agencies do not consider traditional governance procedures to be employer-dominated bodies</u>. Only one case has been decided which deals directly with this issue. A decision by the Michigan Employment Relations Commission ruled that Michigan State University, by establishing departmental advisory committees, was not interfering with statutory employee bargaining rights. Another case was initiated at Pennsylvania State University by a National Education Association affiliate but the charge was dropped before the case was decided. Both cases emanated from recognition campaigns, apparently as part of the campaign strategy of the faculty unions filing the charges.

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[3]The cases represented all the administrative or court decisions from four-year institutions dealing with the scope of negotiations question. Most of the two-year college scope decisions were also included, particularly if the cases dealt with governance issues or other issues not covered in other cases. All of the deliberations of the National Labor Relations Board for private institutions were also included in the analysis.

Two rulings by the NLRB that the senates at Northeastern University and Argonne National Laboratory were not labor organizations apparently would lead to a conclusion that they were also not employer-dominated, company unions unless they attempted to interfere with the mandatory bargaining responsibilities of a union.

The risk of alienating faculty supportive of traditional governance procedures likely accounts, in part, for the few direct challenges by unions of the jurisdictions of senates. As an example, a decertification campaign at Central Michigan University was believed to be partly based on the union's competitive relationship with the senate on some issues.

While there are few cases dealing directly with the treatment of governance procedures as employer unions, it probably can be implied from the cases which deal directly with the negotiability of governance procedures that the boards or commissions do not perceive that the existence of traditional governance mechanisms, per se, represents an attempt by the employer to undermine the collective bargaining process. Comments by the New Jersey Public Employment Relations Commission in a case between the American Association of University Professors and Rutgers University are typical of other cases dealing with this issue. The commission did not argue for the complete elimination of traditional governance by any means:

> As viewed by the Commission,...there is no reason why the systems of collegiality and collective negotiations may not function harmoniously. Neither system need impose upon the other, with one exception: terms and conditions of employment including grievances. The University is free to continue to delegate to collegial entities whatever managerial functions it chooses, subject, of course, to applicable law. The Act is among the laws applicable to the University as a public employer, and therefore collective negotiations under the Act would only mandate a change in the collegial system if that system were to operate so as to alter the University's obligation to deal exclusively with the AAUP with regard to the grievances and terms and conditions of employment of unit employees. Beyond that, both systems are free to operate without necessarily interfering with one another (Rutgers University, 1976).

(2) Most governance structures are not subject to mandatory negotiations. Public and private administrative agencies alike have agreed that procedures providing for faculty participation in policy-development and policy-application activities are not mandatorily negotiable except to the extent that the procedures have an impact on terms and conditions of employment. The rationale put forth for this outcome is that the employer has the right to determine how it wants to organize itself for making or applying policy. University administrations have delegated and can continue to delegate managerial functions to faculty through a variety of mechanisms, but it remains the prerogative of the administrations to permit or not permit this type of delegation. Thus, the administrative agencies have found the following issues to

be permissive and not mandatory areas for negotiations: governance procedures in general; 1966 AAUP statement on governance of colleges and universities, union, faculty or student participation in tenure and promotion committees; faculty participation in administration search committees, or administrator evaluation; union appearances at governing board meetings or faculty participation on boards.

(3) An analysis of the available cases in respect to specific, substantive issues indicates that once again the agencies are restricting the mandatory scope of negotiations to clear terms and conditions of employment. Curriculum issues, budget matters, physical facilities, course offerings, teaching materials, qualifications and responsibilities of administrators, tenure quotas, tenure criteria, academic calendar, studies on faculty evaluation, professional development programs, work location, methods of teaching and testing, and student advising programs have been found to be permissive issues, although the impact of policy changes in these areas on terms and conditions of employment issues were found to be mandatory subjects of negotiations.

Until now, the agencies and courts have dealt with some complex issues only in general terms, and it will take a number of decisions before the line of demarcation between mandatory and permissive issues is more

clearly drawn. For example, union, faculty, or student participation in promotion and tenure committees and the criteria to be used by the committees generally have been found to be permissive areas. But the application of the "impact" test may find many aspects of the procedures to be mandatorily negotiable. As an example, the New Jersey Public Employment Relations Commission in the Rutgers decision found the scope of tenure (e.g., by campus or university-wide) to be a negotiable issue.

The same observation could be made about the issue of the academic calendar. Issues such as the time that classes start in September and the time they stop in the spring, or whether a semester or trimester system should be used, have been found to be permissive subjects of negotiations. But the impact of the calendar on such things as workload, vacations, holidays, and compensation are likely to be mandatory issues unless restricted by statute.

A major implication of the division of issues into mandatory and permissive categories is that faculty jurisdiction on given issues becomes scattered. If the administration wants to seek faculty input, for example, on a major overhaul of the faculty evaluation system, it would have to balance between the senate on one hand for the permissive areas and the bargaining agent on the other mandatory issues of negotiations. Over time, the administration may find it easier to deal totally with the

bargaining agent. The interesting aspect is that the preservation of traditional modes of governance is essentially in the hands of the administration, unless faculty support to protect traditional governance emerges in given situations. The campaign at Central Michigan University to decertify the union indicates that such opposition may arise in some instances.

c. Further erosion in the jurisdiction of traditional governance mechanisms is occurring as administrations agree to include permissive areas within the scope of the contract. At this time, there is little evidence to indicate that faculty unions have negotiated contract provisions dealing with curriculum, teaching methods, or similar types of issues. But both public and private sector agreements give some evidence of a trend to incorporate permissive issues in the governance area into the collective bargaining agreement. The Rider College and Fairleigh Dickinson University agreements in the private sector and, in the public sector, some of the agreements from Massachusetts state colleges incorporate complete senate-type structures into the contract.

Many agreements also incorporate faculty evaluation systems and promotion and tenure procedures in the contract, as well as committees to deal with various issues. The evidence, to date, suggests that the expansion of negotiations into these areas is more likely to occur where pre-bargaining governance

procedures were ineffective or nonexistent, as was the case in the institutions noted above. Thus, the incorporation of governance procedures into the contract in these instances represents an attempt to improve pre-bargaining procedures, and it provides the unions with some security that the administration cannot unilaterally change the procedures. As a consequence, the union may be less likely to demand negotiations on permissive issues with which the senate would otherwise deal.

In the long run, the creeping expansion of collective bargaining into areas previously dealt with by senates may undermine faculty interest in the senates. In some New Jersey institutions, for example, faculty and union interest in the senates appears to have waned as the bargaining process has become the focal point for issues holding the greatest interest to faculty (Begin, Settle, and Berke-Weiss, 1977, p. 122). To date, this occurrence has evolved primarily at institutions where the pre-bargaining governance procedures were not well established.

One way to limit union intrusion into traditional governance would be to place statutory boundaries on the scope of negotiations. A Montana bargaining statute passed in 1974 did just that by prohibiting interference with faculty senates or committees. But statutory limitations otherwise have been slow to develop. Since widespread statutory limitations on the scope of negotiations are not likely to develop due to union opposition, the authority of traditional governance mechanisms will

be diminished (1) by case-by-case administrative decisions which will fractionate faculty authority between collective bargaining and other governance mechanisms on certain issues, and (2) by the gradual expansion of negotiations into permissive areas as dictated by the conditions of particular bargaining relationships.

6. Limited evidence reveals that the type of union/senate accommodations which develop is a product of a number of factors, including the extent of governance before bargaining, the responsiveness of traditional mechanisms to problems, the attitudes of the administration, faculty and union concerning the function of the senate, the nature of the bargaining relationship, the existence of union competition, the type of bargaining agent and the bargaining structure.

a. The importance of the pre-bargaining state of governance is illustrated by the finding of Mortimer and Richardson (1977) that the fastest institutional accommodation to collective bargaining occurred at the institutions which "had the most positive experience with faculty involvement in governance prior to organization (p. 166)." In New Jersey and other places such as Temple University, institutions with a tradition of established pre-bargaining governance have not as yet suffered major alterations in pre-bargaining patterns.

b. A study of bargaining in New Jersey two-year institutions found that where the non-contractual governance system was perceived to be operating most effectively, the overall

scope of the contract tended to be below that of institutions with nonexistent or more ineffective systems of governance (Begin, Settle, and Berke-Weiss, 1977, p. 123).

c. The prevailing attitude of administrators and faculty union leaders in most unionized institutions, after acquiring some experience with negotiations, is to recognize a need for non-collective bargaining modes of faculty participation. Scattered union leaders and administrators have called for the demise or major alteration of senates in collective bargaining situations. But over the long run there seems to be a need which is recognized by both sides to maintain faculty participation other than through union leadership (See Mortimer and Richardson, 1977; Begin, Settle, and Berke-Weiss, 1977). The New Jersey experience indicates that a number of accommodations between bargaining and governance have evolved out of active administration and bargaining agent efforts to preserve an alternate forum to union consultation machinery for faculty participation on issues not dealt with in negotiations. In one two-year college, for example, the administration and faculty union engaged in a lengthy retreat to develop a new governance mechanism to replace one previously voted out of existence by the faculty.

The Kemerer and Baldridge attitudinal data would seem to indicate that presidents would not be inclined to work out compromises since they feel bargaining will ultimately undermine senates (Kemerer and Baldridge, 1975, p. 150), but the objective evidence indicates that when confronted with the

reality of negotiations, administrations have striven to preserve aspects of traditional governance for some issues.

Mortimer and Richardson (1977) reported that in one university the parties reconstituted a senate when after five or six years of bargaining, the parties agreed that there were matters best handled by a senate, and informally negotiated a new organization. Begin (1974b, p. 590) reported a number of institutions where the administrations had taken positive initiatives to balance governance and bargaining.

d. An adversary bargaining relationship which is generalized to overall faculty-administration relationships complicates, in the short run, accommodations between bargaining and traditional governance. A problem-solving approach was found in New Jersey to have enabled faculty and administrators in two-year colleges to work cooperatively rather than competitively to reach accommodations in respect to governance issues (Begin, Settle, and Berke-Weiss, 1977, p. 122-23). Another study of six institutions across two states also concluded that accommodation to bargaining was more efficient where the bargaining relationship was more open (Mortimer and Richardson, 1977, p. 163). The authors of that study also concluded that the nature of the relationship was highly related to the style of the administrative leadership. Where the style was most authoritarian, the union leadership was the most militant and least amenable to cooperative activities (p. 173).

At Rutgers University for the first time difficult negotiations have spilled over into senate discussions as the AAUP has sought to exert maximum pressure. One consequence of senate discussions of bargaining issues is that it awakened student interest in negotiations.

e. Dual union participation in both bargaining and governance mechanisms generally has contributed to the stability of traditional senates where the bargaining relationship is other wise good (Begin, Settle, and Berke-Weiss, 1977, p. 123). Apparently, dual union participation provides the union some assurance that the bargaining relationship will not be undermined. And as long as the unions do not assume militant stances in the governance mechanisms, the administrations are willing to continue consulting the membership of the governance mechanisms. As reported by Julius (1977), Mannix indicated that in the early phases of faculty collective bargaining, employers were concerned that the senates would attempt to "un-bargain" or re-bargain issues agreed to or discussed in negotiations. But as the separate jurisdictions have been clarified, the fear over the "two bites of the apple" alternative has diminished.

f. Union competition can inhibit the interaction of bargaining and traditional governance. As Mortimer and Richardson (1977) pointed out, "there does seem to be a higher degree of accommodation in those institutions where the union

is well-established and a majority of the faculty belongs (p. 174)." As indicated by the experience in the New Jersey state colleges, a union would be less likely to delegate negotiating or consulting authority to a senate if a rival organization has influence in those bodies.

g. No study shows a systematic relationship between the type of bargaining agent and the type of governance model which evolves; but each bargaining agent has produced examples of every type of bargaining/governance model. It appears that the model which evolves at a particular institution is less related to the type of agent than it is a product of local environmental, organizational, and individual characteristics. Because of similarities in contract output, in fact, Andes (1974) no longer controls for the type of agent in their reports on contract content.

h. The occupational and organizational composition of a bargaining unit can influence governance patterns. System-wide units, for example, tend to centralize authority beyond individual institutions if the "before" locus of authority is at the institutional level. However, in New Jersey and probably in other states as well, local informal and formal agreements between local administrations and union leaders to solve local problems tend to offset centralizing tendencies on some issues (Begin, 1976, pp. 30-31).

But, where administrative authority is clearly beyond the campus level and the senate is clearly a local organization, the stability of the dual model is more questionable as noted by the Kemerer and Baldridge analysis of the CUNY situation (1975, pp. 161-64). In New Jersey the absence of a statewide senate in the state colleges almost guaranteed that the faculty union would take on all statewide faculty representation functions. Indeed, when the senates of the individual institutions attempted to form a statewide coalition, the union effectively discouraged the efforts.

The accommodation is complicated also where the occupational composition of the bargaining unit and senate differ. Students in the senate, for example, may make the union hesitate in working cooperatively with that body because of the uncertainty of outcomes. Nonteaching professionals in the bargaining unit may also complicate the bargaining-governance accommodation process, particularly if they tend to dominate the union leadership as they have in the past at SUNY.

7. <u>By providing for the systematic review of faculty complaints, faculty grievance procedures clearly make faculty peer recommendations subject to greater review, but it is not clear that this, per se, diminishes faculty authority</u>.

a. The literature review indicates that large numbers of cases are resolved at higher administrative levels or at arbitration. At CUNY 600 cases reached the highest internal level (the chancellor) and 105 went on to arbitration (Mintz

and Golden, 1974, p. 35). At SUNY about half of the cases were estimated to have reached the chancellor's level (Satryb, 1974, pp. 74-76). About three-quarters of the cases at Rutgers University reached the highest level, the president (Begin, 1978[a]). At Rutgers University, however, as previously noted, it has been very difficult for a grievant to overturn a negative peer review and thus undermine faculty peer authority (Begin, 1978a). The bulk of the other studies have focused on the question of whether academic judgments have been undermined by the grievance process, particularly by the external review of arbitrators. Most researchers agree with the conclusions of one author that "the effect of grievance arbitration awards on college and university governance to date has been neither uniform nor substantial (Levy, 1975, p. 2; also see Finkin, 1976)." Other authors, in fact, concluded that the more equitable decisions deriving from the rationalized personnel process have probably reinforced faculty authority Weisberger, 1977, pp. 16-17; Begin, 1978[a]).

b. As noted above, negotiated grievance mechanisms have developed as an internal alternative to courts, state and federal affirmative action appeals procedures, the AAUP and other national organizations. At Rutgers University all administrators interviewed felt that the negotiated grievance procedures had played a useful role in speeding up the needed policy changes and in providing a quicker internal procedure for responding to affirmative action complaints (Begin, 1978[a]).

A female chief negotiator for the AAUP, who later became president, also preferred the internal processing of affirmative action complaints (Smith, 1973, p. 405). Of course, if non-unionized institutions developed systematic grievance procedures, similar results might be obtained. It has been reported that Northeastern University and the California State Colleges have adopted advisory or binding arbitration in the absence of unionization (Weisberger, 1977, p. 1).

The development of internal procedures ending in arbitration has reduced reliance on the national offices of the AAUP for external review of complaints at unionized instituions. Local AAUP chapters at many unionized institutions where they are the bargaining agent no longer call on the national AAUP for help to any great degree, and the administrations of many campuses unionized by AFT and NEA affiliates have refused to deal with AAUP, primarily because it would complicate relations with the established agent. Accordingly, faculty at unionized institutions have lost the resources previously provided by the national AAUP for protecting academic freedom. In return they have gained more extensive local protections. In essence, the policing of faculty rights has been decentralized under bargaining to the institutional level.

8. Faculty influence at the state level has been increased, particularly under conditions of statewide or systemwide bargaining.

a. In New Jersey, for example, the centralizing effects of the Department of Higher Education, in addition to having

created pressure for unionization, have forced the unions into court on a number of occasions in an attempt to protect faculty authority. The AAUP at Rutgers University challenged the Department of Higher Education in court for alledgedly violating the autonomy of Rutgers in adopting a student/faculty funding ratio and a new sixteen-week budget calendar (Begin, 1976, pp. 28-29). Although the AAUP lost the case, the incident illustrates the "watchdog" role which the union plays in representing faculty authority at the state level, even if the issues are not subject to mandatory bargaining.

b. Johnson and Mortimer (1977, p. 82) pointed out that state level officials in Pennsylvania clearly tried to use bargaining as a means of centralizing authority in the state colleges, but would have attempted to reach the same end even if bargaining had not occurred.

c. In an analysis of the Hunter College governance system, a part of CUNY, it was concluded that systemwide contracts reinforce the already decreasing authority of local campuses (Kemerer and Baldridge, 1975, p. 163).

d. Collective bargaining in higher education is clearly a part of a larger trend toward centralized decision making and rationalization of policies and procedures, particularly in public institutions. Faculty bargaining has tended to take faculty influence to the increasingly centralized sources of authority in higher education, thus reinforcing

the centralizing process. The relationship of bargaining centralizing effects to state bureaucracy was identified by the findings of a study of eight states:

> 1. The more highly placed within the state bureaucracy the office of employee relations, the more power within the office, and the more pressure for centralization and state control. Those states with no central state apparatus for state employee bargaining have the most decentralized relationship with higher education administration: Michigan, Ohio, Delaware. In situations where the state is defined to be the employer, institutional governing boards and administrators tend to lose a degree of their previous authority. In cases where systemwide boards or administrators are the employer, campus officials are relegated to advisory and/or consultative administrative roles on those issues within the scope of the contract (e.g., New York and the Pennsylvania and New Jersey state colleges). Whatever control campus officials retain over these items is based on influence rather than authority relationships.
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> .....
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> 4. The degree of centralization under collective bargaining is strongly influenced by the prebargaining structure and degree of centralization. Bargaining appears to have little impact on the structure of higher education. Those states with strong state government involvement or systemwide governing boards tend to centralize bargaining responsibility in those boards. Those states with strong traditions of decentralized authority and/or high degrees of autonomy tend to reflect these traditions in their bargaining relations (Weinberg, 1976 p. 106).

9. Most of the above findings relate to faculty participation in unionized institutions. But what has happened to participation in nonunion institutions over the same period? A resurvey of the institutions responding to a 1970 AAUP study of faculty participation indicated that both union and nonunion institutions have experienced a greater level of faculty participation from 1970 to 1977, and that unionized institutions had not generally experienced a greater degree of change (Adler, 1977, p. 31). The findings were based on subjective answers to questionnaires rather than objective measures of change. But, if accurate, the findings would indicate that more generalized forces are improving the level of faculty participation.

Faculty vs. Students

While students have participated in negotiations in a variety of ways at some institutions (in some states, a student role is mandated by statute), there is little evidence that this participation has reduced faculty influence. The continuing opposition of many union leaders and administrators to student participation would seem, in part, to be a reflection with authority concerns.

Mortimer and Richardson (1977, p. 177] indicate that students placed little priority on using new procedures providing for their participation. Students influenced decisions in areas of greatest concern to them, for example, the allocation of student funds, and were satisfied to operate in these areas. In New Jersey, students were able to influence events to some degree in extreme situations such as strikes but otherwise their influence on collective bargaining activities has been minimal.

Faculty vs. Faculty

1. There is little evidence available to support or reject the common expectation that a stronger voice may be acquired by faculty traditionally excluded from participation in decision making, particularly young, nontenured faculty, women and minority faculty, lower quality faculty and nonfaculty groups where the latter are included in the bargaining units.

a. The faculty bargaining movement is predominantly the product of senior faculty--in almost every reported instance it has been senior faculty in positions of union leadership that brought bargaining to an institution.

b. There is no objective evidence indicating that lower quality faculty were in union leadership positions or have "taken over" the union leadership, or that lower quality faculty have benefitted disproportionately from bargaining outcomes. The little evidence available on the latter point is to the contrary; under a previous discussion of grievance procedures it was related that promotions at unionized institutions do not occur any faster and faculty rejected by peers for promotion and tenure have not found the grievance procedure as a useful forum for upsetting negative peer recommendations. There are plenty of opinions offered by administrators that the quality of union leadership has declined; the administrations of many New Jersey institutions, for example, believed this. But in the absence of objective evidence in the form

of changes in the individual qualifications of union leaders over time and a comparison of these qualifications with those of faculty who are leaders in other governance mechanisms, it is difficult to generalize on this issue.

c. As a subgroup, it appears that females have gained benefits from collective bargaining in instances in which they have chosen to become active in bargaining activities. Inequity payments, maternity leaves, sabbatical leaves, affirmative action statements and quicker internal resolution of grievances represent some of the gains (Reuben and Hoffman, 1975).

d. As discussed under "Compensation and Resource Allocation," there is some evidence that nonfaculty groups, junior faculty, and two-year college faculty have achieved the greatest gains through bargaining. Based on the evidence available, it is difficult to assess the equity of these results.

2. One rule change which might conflict with existing faculty rights is the negotiation of union security provisions by the bargaining agent. The question as to whether clauses requiring union membership or payment of dues will constitute a requirement for the retention of tenure is unanswered at this point, although some courts have supported such a relationship in the instance of public school teachers.

Despite expectations that faculty would not support union security because of its likely effect on academic freedom protections, a 1974 contract study by the Baruch National Center indicated that 10 percent (12 of 105 two-year contracts and 6 of 37

four-year contracts) contained some form of union security, usually an agency shop (The National Center for the Study of Collective Bargaining in Higher Education, 1974, pp. 1, 2). However, little experience with these provisions has been reported. At Ferris State College in Michigan, four faculty apparently were threatened with dismissal for failure to pay an agency fee. Three eventually paid and one resigned (Kemerer and Baldridge, 1975).

But faculty at some institutions have not been happy with the development of union security requirements. Faculty at Minnesota's two-year colleges challenged the statutory requirement that bargaining unit members, not a member of the unit, should pay a fair-share of union costs. At Central Michigan University, opposition to an agency shop provision was one of the reasons the faculty unsuccessfully attempted to decertify the faculty union. The union had permitted only union members to ratify the contract containing the provision.

The contracts at Central Michigan, Rider College (N.J.) and the New York Institute of Technology do not require the dismissal of faculty refusing to pay the fee. At Central Michigan the union has to file a civil suit against those refusing to pay. At the other institutions faculty may apply for a conscientious objector status and be exempted from paying a fee.

Collective Bargaining and Institutional Relationships

Another common expectation concerning the consequences of faculty bargaining is that the nature of the faculty-administration relationships will become adversarial and polarized as a result

of the organizational stresses and strains which accompany the rationalization of policies and authority redistribution under collective bargaining. The private sector experience does not necessarily bear this prediction out; there are thousands of bargaining relationships in which generalized employee-employer relations are not continually adversary. But, then again, most private sector bargaining units do not cover professional employees. A review of the literature produces the following conclusions:

1. Much of the data available for analysis on relationships consists of interviews with parties directly involved in negotiations whose feelings are likely biased in an adversary direction due to their direct participation in the process. Conclusions in respect to generalized faculty-administration relations are difficult to draw from this type of data.

2. The weight of the available evidence is that the collective bargaining process is a reactive process which reflects and reinforces basic institutional relationships. In some instances, bargaining has led to improved faculty-administration relationships by providing a channel through which faculty have vented and resolved tension. Most faculty bargaining relationships are at an early stage of development, but, in many instances, as the parties have adopted to the new process, adversary relationships have tended to be focused on formal negotiations, not personal relationships of the negotiators or generalized faculty-administration relationships. Administrative style and/or organizational change have been key factors in setting the tone of bargaining relationships.

a. Falcone's (1975) opinion survey of 407 faculty, nonteaching faculty and administrators at six New York two-year colleges indicated that about two-thirds of the respondents felt that faculty-administration relationships had become more adversary (p. 4). Other studies, however, were not willing to attribute such a strong independent contribution of bargaining to generalized faculty-administration relationships.

b. A study by Hedgepeth (1974) of early experience under bargaining at the State University College at Cortland, New York, found that the majority of the 29 faculty and administrators interviewed "felt that, though there might have been a basis for adversary relations in pre-existing conditions, collective bargaining has extended and intensified those conditions (p. 698)."

c. In a study of unionized institutions in Pennsylvania (14 state colleges, 10 two-year colleges, 3 state-related institutions and 3 private colleges), Gershenfeld and Mortimer (1976) found a variety of faculty-administration relationships and concluded that adversary relationships were as much a product of pre-bargaining relationships as they were of the collective bargaining process. They felt that the militancy exhibited by union leaders during the early stages of negotiations diminished, and adversarial relationships were then primarily restricted to formal collective bargaining activities, not personal relationships.

d. Adler's resurvey (1977, p. 31) of the institutions participating in a 1970 AAUP study of faculty participation in governance produced a conclusion that there was little evidence that faculty-administrative conflict was caused by bargaining.

e. Research on 26 unionized institutions in New Jersey also produced a mixed range of findings in terms of relationships. Generally, the relations between negotiators were somewhat adversary, though not always unfriendly or uncooperative, even at institutions such as Rutgers University (AAUP) and NJIT (independent) where pre-bargaining faculty-administration relations were good. At some places, like Rider College (AAUP) and CMDNJ (AAUP), where pre-bargaining relations were very strained, relations have been improved as bargaining has seemed to siphon off tension as faculty needs for participation have been fulfilled. At the state colleges (AFT), continuing union competition, difficult negotiations, individual leadership styles and enrollment problems (all highly related factors) have created a continuing adversary situation. At Rutgers University the relationships between the faculty and administration negotiators have become increasingly strained over the years. While the nature of the bargaining process has been somewhat contributory to deteriorating faculty-administration relations, the major effect of bargaining has been to reinforce growing faculty-administration strains deriving from administrative actions unrelated to bargaining. The tension derived primarily from efforts in recent years of the administration, spurred on by state authorities, to improve the efficiency of operations and services by centralizing authority in areas previously dealt with by the individual colleges. Whether one agrees or disagrees with the need to accomplish these objectives

or the style with which they were accomplished, the consequence has been to threaten and diminish long-standing faculty authority within the colleges. Obviously, bargaining did not create the faculty tension deriving from these administrative actions, but it certainly served to reinforce faculty dissatisfaction. One message from this experience is that under collective bargaining organizational change is a much more complex task.

f. In a study of six, two- and four-year institutions in six states, Mortimer and Richardson (1977) came to the following conclusions:

(1) At one study institution, a two-year college, they found that "relationships among the internal constituencies of the institution were extremely poor. It is doubtful, however, that these relationships can be ascribed to the process of collective bargaining. Rather it would seem that the attitudes of the administration in approaching negotiations and in subsequently negotiating a strong contract have intensified the dissatisfaction that previously existed (p. 90)." The two institutions in their study achieving the least degree of accommodation to bargaining were those in which authoritarian administrative styles were carried over into negotiations, thus reinforcing pre-bargaining adversary relationships (p. 173).

(2) At another institution, Mortimer and Richardson (1977, p. 152) found that administrators with effective

faculty relations prior to bargaining did not feel that bargaining had changed these relations. However, faculty union leaders felt otherwise.

(3) While the presidents at four of the six institutions under study resigned in part because of collective bargaining tensions, the authors concluded that the inability of the presidents to adopt authoritarian styles to bargaining was partly the problem (p. 175).

(4) Adversary faculty-administration relationships developing during recognition campaigns or difficult contract negotiations carry over into other aspects of faculty-administrative relationships (p. 180).

(5) "...Other factors contributing to the adversarial tone are a consequence of faculty and administrative inexperience in making a collective bargaining agreement work (p. 69)."

(6) At one state college, Mortimer and Richardson concluded, "While collective bargaining cannot be given all or even most of the credit for the harmonious relationships which now exist within the college community, it has played an important role in the process (p. 133)."

g. At Southwestern Massachusetts University (SMU), the initi relationship was extremely adversarial until a new president with a consultative rather than an authoritarian approach turned the situation around. The institution now characterizes itself as a model of contractual collegiality (Walker, Feldman and Stone, 1976)

Relationships have also improved under bargaining at Rider College where difficult faculty-administration relationships led to unionization and subsequently to the first union strike in a private institution (Begin, Settle, and Alexander, 1975). In the opinion of the parties, the relationships there, while not perfect, have evolved to a much better level than prior to collective bargaining. "Before the onset of the faculty bargaining movement the discrepancies in faculty-administration perspectives at Rider College and the resulting tensions might have been resolved differently, i.e., the president, confronted with a serious lack of confidence by the faculty, might have been eventually forced to resign. But in the collective bargaining era, other alternatives for action by the faculty have apparently been substituted (Begin, Settle, and Alexander, 1975, p. 125)."

h. Collective bargaining offers faculty dissenting from administrative viewpoints a mechanism for venting overt dissatisfaction (Mortimer and Richardson, 1977). At Rutgers University, as well, a contract dispute over merit pay has provided an opportunity for the faculty to vent frustration with a wide range of administrative activities. Many faculty in the picket lines during the New Jersey State College strike in 1974 reported anti-administration feelings unrelated to the specific contract issues in dispute. The same was true at the Rider College strike in 1974 (Begin, Settle, and Alexander, 1975).

i. One aspect of collective bargaining which would seem to have some potential for straining faculty relationships is the grievance process, particularly where there are many grievances against departmental peers. However, most of the literature on faculty grievance resolution does not focus on the impact of the grievance process on institutional relationships. A study of Rutgers University concluded that while overall faculty-administration relationships did not appear to be severely altered due to the relatively small number of cases (seventy over five years), the confrontation among peers created by grievances was often bitter since two-thirds of the grievances involved some level of negative peer review. The result has been a growing polarization among those directly involved in the process: the grievants, the AAUP counselors and negotiators, faculty in the affected departments and the various levels of administration. Difficulties in recruiting and retaining grievance counselors for the AAUP was partially a product of the adversary nature of the process. The time required to process cases was another factor (Begin, 1978a).

The use of the grievance process for political purposes rather than due process tends to worsen relationships, although the development of such activity is usually the product of existing adversary relations. Political grievance activity was reported at CUNY, partly as a result of competition between two unions (Newton, 1973, p. 64). For the same reason,

the administration at the New Jersey State Colleges reported the existence of political grievances (Begin and Storholm, 1978). It was also reported that some grievances at SUNY were politically motivated (Satryb, 1974, p. 74). No such activity was found at Rutgers University where there was neither union competition nor an adversary bargaining relationship (Begin, 1978a).

3. The occupational and institutional scope of bargaining units contributes to adversary relationships. Multi-institutional and multi-occupational bargaining units seem to have a greater potential for creating resentments when certain subsets of the bargaining units receive more favorable treatment. At CUNY, the creation of salary parity between two- and four-year institutions without a corresponding parity in respect to degree requirements was reported to have caused dissatisfaction in the senior institutions. As one CUNY faculty member indicated: "My degree is a hard-won Ph.D. in Economics, ten years at Princeton including bachelor's, master's, and doctorate degrees. My publication record is good, and I teach a full load. And under the union contract a community college teacher with a 'cheap' master's, one year beyond his bachelor's, from any two-bit teacher's college, will get approximately the same pay and benefits. In my opinion the outcome of the union contract is disgustingly unprofessional, even antiprofessional (Kemerer and Baldridge, 1975, p. 74)." Of course, the two-year college faculty would likely argue that the nature of the workloads dictates parity, the establishment of which resolves tensions long felt by two-year college faculty.

At SUNY, the faculty at the four university centers (Buffalo, Binghamton, Albany, Stonybrook) have been reported to be unhappy with the leveling effects of their contract in which the nonteaching professionals were perceived to have been treated better. The best indication of their dissatisfaction was their unsuccessful attempt to form a separate bargaining unit.

In the New Jersey state colleges, the inability of the first bargaining agent (an NEA-affiliate) to serve the needs of the librarians and administrators in the unit had the effect of turning over the bargaining agent in a very close election (Begin, Settle, and Alexander, 1975, pp. 94-96). At Rutgers University the addition of graduate research and teaching assistants to the faculty bargaining unit had a negative effect on faculty-administration relationships due to the difficult issues created by graduate student negotiations which were unresolvable at the institutional level. The state was reluctant to recognize the students as employees for the purpose of medical insurance and the lengthy debate substantially elongated negotiations, creating tension between the faculty and the administration.

So part of the tension which derives from bargaining is the result of bargaining unit construction which combines heterogeneous occupations and institutions and makes it difficult for unions to achieve internal consensus across the subgroups.

4. Except for strike data, little systematic information exists on the relative contribution of the different types of bargaining agents to adversary relationships. Ten out of fifteen strikes

to date at four-year institutions have been at AAUP institutions and none at NEA institutions. While the pattern partially reflects that the private institutions where the AAUP is the strongest have the right to strike under federal labor legislation, four of the five public strikes still occurred in AAUP bargaining units. It appears, therefore, that local conditions and not the type of bargaining agent were the major determinants of the strikes. In fact, a study of the strikes at Rider College (N.J.) and the New Jersey state colleges concluded that "the faculty still perceive the strike as the extreme and last effort to sensitize the administration to the faculty's position concerning participation in the decision-making process and the content of those decisions. At this point in time, faculty frustration not only has to have specific referents, i.e., concrete issues and/or persons, but the level of frustration has to be greatly heightened for strike activity to occur (Begin, Settle, and Alexander, 1975, p. 128)." The strike at the Stevens Institute of Technology (N.J.) in 1977 also fits this model.

Summary

The review of the empirical research literature on the relationship between faculty bargaining and faculty reward systems provided a number of insights concerning the limits of that research and the findings on institutional change which it reports.

Despite the massive amount of literature on the consequences of faculty bargaining, a clear impression achieved from reviewing it is that many important conclusions are being

drawn not from the output of systematic research but from partial and otherwise flawed evidence. Some of the more important caveats against which the current findings must be weighed are as follows:

1. The collective bargaining movement is still in its early stages and is characterized by a significant degree of instability and variety. Accordingly, the results of cross-sectional research often tend to be sensitive to this instability. In-depth, longitudinal research which not only balanced pre- and post-bargaining states of institutional operation, but also monitored bargaining relationships continually, would contribute to a better understanding of faculty bargaining. Most unionized institutions, for example, did not have strong traditions of faculty participation prior to bargaining, so the effects of bargaining must be considered in that context and not some ideal prebargaining state of affairs.

2. There is a heavy reliance on interviews or questionnaire surveys of the perceptions or opinions of the direct participants in the bargaining process and too little use of objective information.

3. The most systematic research has dealt with the effects of unions on salaries, but other consequences of unions have not been balanced against economic outcomes in these studies.

4. Studies often fail to control or at least recognize the possible effects of other forces for change in higher education, particularly affirmative action and market forces.

The failure to control for other environmental and organizational variables creating change in higher education is an important omission for at least two reasons. In the first place, the emergence of faculty collective bargaining is in an important way an adaptation of faculty as professionals to increasingly bureaucratized and centralized reward systems created by these other factors. Additionally, some of the initial research concluded that unions do not have major independent effects on higher education. Rather, the effect of unionism is to reinforce and accelerate the changes in the rationalization of policies and resources, authority distribution and institutional relationships created by other forces for change. Accordingly, researchers need to be more sensitive to how faculty unionism fits into the total context of change in higher education.

Some of the other important problems and effects of faculty unionism illustrated by the literature review are as follows:

1. The consequence of faculty bargaining strongly reflects pre-bargaining institutional conditions, an outcome which underlines the reactive nature of unions. In this vein, for example, while there are some troublesome signals on the effect of faculty unions on general faculty-administration relationships, the weight of the evidence thus far is that the basic nature of the bargaining process reflects underlying institutional relationships, and in some extremely adversary situations has improved basic faculty-administration relationships by channeling and resolving conflict.

2. Faculty influence has seemed to be enhanced at institutional and, for public institutions, at state levels. Under centralized bargaining in state systems, the influence of the faculty through local senates and local administrators has been diminished on some issues as the centralized bargaining structures have reinforced the movement of authority to the state level.

3. The operation of the grievance procedure seems to have the greatest potential for change within the department or school, the base of faculty authority. Grievances against peers contribute to colleague conflict. Additionally, the rationalization of policies and improved external review of personnel decisions which the grievance procedure provides improves the ability of administrators to manage but it is not clear that faculty authority is substantially reduced. Indeed, some authors concluded that the improved due process buttressed faculty authority.

4. Generally, faculty bargaining has not meant the end of traditional governance structures, although there is a trend towards more formalized interactions between collective bargaining processes and traditional governance processes. Since courts and administrative agencies find that senates are neither employer-dominated company unions or mandatory subjects of negotiations, the nature

of bargaining/traditional governance interactions is in the hands of the parties.

5. Issues dealing with individual security (tenure provisions) and union security (agency shop provisions) have presented unions with some of the most difficult negotiating problems.

6. The relative economic effects of faculty unions fall within a range of 0-10 percent and tend to be largest in the earliest years of bargaining. While the effects of faculty unions on rank and occupational salary differentials are mixed, there is evidence of a major reduction in institutional differentials under bargaining. Faculty contracts contain merit provisions but there is no systematic evidence on the impact of unions on the merit issue.

7. The effect of faculty unions on the quality of education has not been examined systematically. The absence of general agreement in the literature on how to conceptualize and measure effective education will no doubt complicate the establishment of a cause and effect relationship between bargaining and the educational and research output of institutions of higher education.

8. Finally, to conclude that faculty unionism primarily reinforces and accelerates inevitable changes created by other factors is not also to conclude that the accommodation between bargaining and higher education traditions cannot be accomplished better under some conditions than others. While there is little systematic association of the type of bargaining agent with bargaining outcomes affecting reward systems, administrative leadership style,

union competition, bargaining unit structure, the type of institution, the state of pre-bargaining faculty participation, participant values about governance, and the nature of the bargaining relationship have been found to have an effect on how higher education problems get resolved through collective bargaining.

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